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February 27, 2005

Helgi C. Walker
202.719.7349
hwalker@wrf.com

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Room TWB204
Washington, DC 20554

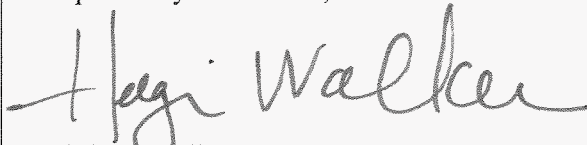
Re: *Children's Television Obligations of Digital Television Broadcasters*
MM Docket No. 00-167

Dear Ms. Dortch:

Viacom Inc., CBS Corporation, The Walt Disney Company, Fox Entertainment Group, Inc., NBC Universal, Time Warner Inc., 4Kids Entertainment, Inc., Discovery Communications, Inc., Association of National Advertisers, Inc., the Office of Communication of the United Church of Christ, Inc., Children Now, the National Parent Teacher Association, the American Academy of Pediatrics, Action Coalition for Media Education, and the American Psychological Association (collectively the "Parties") hereby jointly request that the Commission include the attached settlement agreement in the above-captioned docket.

The settlement agreement formed the basis for the Parties' Joint Proposal, which was submitted in the above-captioned docket on February 9, 2006. The Parties urge the Commission, in the interest of its public interest authority, to expeditiously adopt the Parties' Joint Proposal.

Respectfully submitted,



Helgi C. Walker

SETTLEMENT AGREEMENT

This settlement agreement ("Agreement"), dated as of February 1, 2006, is entered into by and among the following "Parties:" Viacom Inc., CBS Corporation, The Walt Disney Company ("Disney"), Fox Entertainment Group, Inc., NBC Universal, Inc. & NBC Telemundo License Co., Time Warner Inc., 4Kids Entertainment, Inc., Discovery Communications, Inc. (collectively, the "Companies"), Association of National Advertisers, Inc., ("ANA"), and the Office of Communication of the United Church of Christ, Inc. ("OC, Inc."), Children Now, the National Parent Teacher Association ("National PTA"), the American Academy of Pediatrics ("AAP"), Action Coalition for Media Education ("ACME"), and the American Psychological Association ("APA") (collectively, the "Children's Advocates").

RECITALS

WHEREAS, certain of the Parties have filed petitions for judicial review challenging certain rules adopted by the Federal Communications Commission ("FCC" or "Commission") pursuant to the Children's Television Act ("CTA") in *Children's Television Obligations of Digital Television Broadcasters*, Report and Order, MM Docket No. 00-167, 19 F.C.C.R. 22943 (2004) ("Report and Order"), specifically, *Office of Communication of the United Church of Christ v. FCC and United States*, No. 05-4189; *Viacom Inc. v. FCC and United States*, No. 05-4497; and *In re Walt Disney Co.*, 05-4498 (collectively, "the Litigation"), and

WHEREAS, the Parties, without admitting the lawfulness or unlawfulness of any part of the Report and Order, desire to compromise and settle their differences arising out of the Report and Order by entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Substantive Agreement on Rules.

The Parties agree as follows ("Substantive Agreement on Rules"):

- a. **The Website Rule.** The Parties accept Paragraph 50 of the Report and Order, clarified to provide that (1) the requirements of that paragraph apply when Internet addresses are displayed during program material or during promotional material not counted as commercial time, and (2) if an Internet address for a website that does not meet the 4-prong test is displayed during a promotion, in addition to counting against the commercial time limits, the promotion will be clearly separated from programming material.
- b. **The Host-Selling Rule.** The Parties agree that the Commission's new host-selling rule, as stated in the second clause of the fourth sentence and the fifth sentence of Paragraph 51 of the Report and Order, should be vacated, and that the only restriction on host-selling on

websites whose address is displayed on-screen during or adjacent to programming designed for children 12 or younger should be as follows: Entities subject to commercial time limits under the CTA will not display a website address during or adjacent to a program if, at that time, on pages that are primarily devoted to free noncommercial content regarding that specific program or a character appearing in that program, (1) products are sold that feature a character appearing in that program, or (2) a character appearing in that program is used to actively sell products. To clarify, this rule does not apply to: (1) third-party sites linked from the companies' web pages, (2) on-air third-party advertisements with website references to third-party websites, or (3) pages that are primarily devoted to multiple characters from multiple programs. The Companies will certify compliance with the website display rule and host selling rule in the same manner that they currently certify compliance with the advertising limits.

c. The Promotions Rule. "Commercial time" under the CTA does not include promotions for children's or other age-appropriate programming on the same channel, or promotions for children's educational or informational programming on any channel.

d. The Preemption Rule. No percentage or other numerical limit on preemptions should be enacted. Paragraphs 41-42 of the Commission's Report and Order, as well as the reference to "as discussed below" in the second sentence of Paragraph 39, and Note 4 to § 73.671 of the new FCC rules, should be vacated. The Parties agree that the FCC maintain its current practice to ensure, on a case-by-case basis, that broadcasters do not engage in excessive preemptions.

e. The Multicasting Rule. The Parties accept the Commission's new multicasting rule. The Commission should clarify its interpretation of Section (c) of note 3 to Sec. 73.671, which states that for purposes of applying the processing guideline to a digital television licensee "at least 50 percent of core programming cannot be repeated during the same week to qualify as core," by amending Paragraph 23 of the Report and Order to explain that at least 50% of the core programming counted toward meeting the additional programming guideline cannot consist of program episodes that had already aired within the previous seven days on either the station's main program stream or on another of the station's free digital program streams. The Commission should amend Form 398 to collect information necessary to enforce this limit.

2. Procedural Agreements.

The Parties agree as follows:

a. Presentation of Joint Proposal to FCC. The Parties shall formally and jointly present the substance of the Substantive Agreement on Rules in a Joint Proposal to the Commission as a recommended disposition of the pending petitions for reconsideration to take effect 60 days following publication of the FCC's order on reconsideration ("Reconsideration Order") in the Federal Register. That Joint Proposal is attached as Attachment A to this Agreement and is incorporated into this Agreement.

b. Support for Proposal. The Parties shall use their best efforts to urge the FCC to expeditiously adopt the Joint Proposal, and agree not to advocate before the FCC for terms different than those contained in the Joint Proposal. In the event that any Party makes a communication to any Commissioner or Commission staff member with respect to this Agreement, the Joint Proposal, or any related issue in MM Docket No. 00-167, regardless of who initiates the communication, the Parties agree to notify the other Parties by email of the communication within 24 hours of the communication, and to include an accurate and detailed summary of the communication. The Parties also agree to email to the other Parties a copy of any filing related to the communication that is made pursuant to the FCC's *ex parte* rules, within 24 hours after any such filing is made. Under this Section 2(b), a Company provides sufficient notice to all Children's Advocates by directing emails to Angela Campbell, at campbeaj@law.georgetown.edu, and a Children's Advocate provides sufficient notice to all the Companies by directing emails to susan.fox@disney.com and anne.lucey@cbs.com. This Section 2(b) shall terminate on the effective date of the Reconsideration Order.

c. Stand-Down. Each Party agrees that, if the FCC releases a Reconsideration Order that adopts the Joint Proposal, it shall not file a petition for judicial review or petition for reconsideration of the FCC's Reconsideration Order. In addition, if the FCC adopts a Reconsideration Order that adopts the Joint Proposal in a manner conforming with Section 2(d), and the time for filing petitions for judicial review of the Reconsideration Order passes without the filing of any petitions for judicial review of the Reconsideration Order, then the Parties that have filed petitions for judicial review of the Report and Order shall, within 14 days of the expiration of the time for filing a petition for judicial review of the Reconsideration Order, withdraw their pending petitions for judicial review of the Report and Order (including Disney's Petition for Mandamus or, in the Alternative, for a Writ of Injunction). In addition, each Party agrees that, until the FCC adopts a Reconsideration Order disposing of the pending petitions for reconsideration, it shall not file a petition for judicial review of the Report and Order.

d. Reconsideration Requirements. The obligations of the first two sentences of Section 2(c) shall take effect only if the Joint Proposal is accepted by the Commission in its entirety and without material change, and only if the Commission takes no action inconsistent with the Joint Proposal and imposes no additional material obligations or restrictions ("Reconsideration Requirements").

e. Pre-Challenge Notice and Procedure. If any Party believes that the Reconsideration Order does not meet the Reconsideration Requirements, that Party ("Notifying Party") shall notify all other Parties pursuant to Section 3(k) within the earlier of 14 days of the release of the Reconsideration Order or 5 days of the Reconsideration Order's publication in the Federal Register. Such a notice shall be deemed to constitute a request for a conference among the Parties, and the Parties shall thereafter confer expeditiously and in good faith. If, no earlier than 20 days or later than 25 days after providing such notice, the Notifying Party believes that its concerns with the Reconsideration Order have not been resolved and the Notifying Party intends to pursue litigation or a petition for reconsideration concerning the Reconsideration Order, or to continue litigation concerning the Report and Order, the Notifying Party shall further notify all other Parties pursuant to Section 3(k) that it intends to proceed with litigation or a

petition for reconsideration. If the Notifying Party notifies the other Parties that it intends to proceed with litigation or a petition for reconsideration, then the other Parties shall not be required to stand down as provided in Section 2(c). The Notifying Party's decision to proceed with litigation or a petition for reconsideration, however, shall be consistent with this Agreement only if the Reconsideration Order does not satisfy the Reconsideration Requirements. If no Party provides the notice provided for in the first sentence of this paragraph, or if the Notifying Party does not provide the notice provided for in the third sentence of this paragraph, then Section 2(c) shall remain in effect.

f. Voluntary Compliance. The Companies shall voluntarily comply in full with the Substantive Agreement on Rules starting no later than March 1, 2006 and ending the effective date of the Reconsideration Order.

g. Reservation of Rights. Except as specified in this Section 2, this Agreement does not constitute a waiver of any rights or positions in litigation that the parties might have. For example, without limitation, the Companies do not concede that the FCC has jurisdiction to regulate the Internet, although the Companies agree to accept the website rule and host-selling rule in Section 1 for purposes of this Agreement. Neither this Agreement nor the Term Sheet related to this Agreement shall be used by any Party in any litigation, except to enforce the provisions of this Section 2. The execution of this Agreement shall not be construed as an admission by any Party of any liability, wrongdoing, or responsibility.

3. Miscellaneous Provisions.

a. Binding Agreement. Each Party understands that this Agreement is a legally binding agreement that may affect that Party's rights. Each Party represents to the others that it has received legal advice from counsel of its choice regarding the meaning and legal significance of this Agreement and is satisfied with its legal counsel and the advice received.

b. Entire Agreement. This Agreement, including Attachment A, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement. All prior or contemporaneous understandings, oral representations or agreements made between or among the Parties related to the subject matter of this Agreement are superseded.

c. Amendments. This Agreement may be modified only by a writing signed by all Parties.

d. Execution. This Agreement may be executed by facsimile in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

e. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

f. No Third Party Beneficiaries. This Agreement does not provide any third party with any rights or remedies.

g. Confidentiality. The Parties agree that they will not disclose to any member of the press the details of the negotiations, and that they will not make negative comments to the press or public officials about positions taken by the Parties during the negotiation of this agreement, or the conduct of those negotiations.

h. Costs and Fees. The Parties agree to bear their own respective costs, expenses and attorneys' fees incurred in connection with this Agreement and litigation over the Order.

i. Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

j. Rule of Construction. The Parties acknowledge that all Parties have participated in the drafting and preparation of this Agreement and agree that any rule of construction to the effect that ambiguities are to be construed against the drafting party shall not be applied to the construction or interpretation of this Agreement.

k. Notice. Any notice under Section 2(e) this Agreement shall be in writing and shall be sent via overnight courier for next-day delivery to the persons at the addresses given below. Notice shall be deemed given on the date the notice is sent. Any Party may change its notice information by sending notice pursuant to this Section 3(k).

If to Viacom Inc.:

DeDe Lea
Senior Vice President, Government Relations
Viacom Inc.
1501 M Street, N.W.
Suite 1100
Washington, D.C. 2000

With a copy (which shall not constitute notice) to:

Helgi C. Walker
Wiley, Rein & Fielding
1776 K Street, N.W.
Washington, D.C. 20006

If to CBS Corporation:

Anne C. Lucey
Senior Vice President, Regulatory Affairs
CBS Corp.
1501 M Street, N.W.
Suite 1100
Washington, D.C. 20005

With a copy (which shall not constitute notice) to:

Helgi C. Walker
(as above)

If to Walt Disney Company:

Susan P. Fox
Vice President, Government Relations
The Walt Disney Company
1150 17th Street, N.W.
Suite 400
Washington, D.C. 20036

With a copy (which shall not constitute notice) to:

Seth P. Waxman
Wilmer Cutler Pickering Hale and Dorr LLP
2445 M Street, N.W.
Washington, D.C. 20037

If to Fox Entertainment Group, Inc.:

Ellen Agress
Fox Entertainment Group, Inc.
1211 Avenue of the Americas
New York, New York 10036

If to NBC Universal & NBC Telemundo License Co.:

F. William LeBeau
NBC Universal Inc.
1299 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

If to Time Warner Inc.:

Steven Teplitz
Vice President and Associate General Counsel
Time Warner Inc.
800 Connecticut Avenue, N.W.
Suite 800

Washington, D.C. 20006

If to 4Kids Entertainment, Inc.:

Samuel R. Newborn
Executive Vice President, Business Affairs and General Counsel
4Kids Entertainment, Inc.
1414 Avenue of the Americas
New York, New York 10019

If to Discovery Communications, Inc.:

Mark Hollinger
Discovery Communications, Inc.
One Discovery Place
Silver Spring, Maryland 20910

With a copy (which shall not constitute notice) to:

Janell Coles
Alexa Verveer
Discovery Communications, Inc.
One Discovery Place
Silver Spring, Maryland 20910

If to ANA:

Dan Jaffe
Executive Vice President, Government Relations
Association of National Advertisers
1120 20th Street NW
Washington, DC 20036

With a copy (which shall not constitute notice) to:

Robert Corn-Revere
Davis, Wright & Tremain
1500 K Street, N.W.
Suite 450
Washington, D.C. 20005-1262

If to OC, Inc.:

Gloria Tristani

Managing Director
Office of Communications of the United Church of Christ, Inc.
100 Maryland Ave., N.E.
Suite 330
Washington, D.C. 20002

With a copy (which shall not constitute notice) to:

Angela J. Campbell
Institute for Public Representation
600 New Jersey Ave N.W., Suite 312
Washington, D.C. 20001

If to Children Now:

Patti Miller
Vice President and Director, Children & the Media
Children Now
1212 Broadway, 5th Floor
Oakland, CA 94612

With a copy (which shall not constitute notice) to:

Angela J. Campbell
(as above)

If to National PTA:

Anna Weselak
President
National PTA
c/o Todd Haiken
Lobbyist
National PTA
1090 Vermont Ave, N.W.
Washington, DC 20005

With a copy (which shall not constitute notice) to:

Angela J. Campbell
(as above)

If to AAP:

Marjorie Tharp
Public Affairs Manager
AAP
601 13th Street, N.W.
Suite 400 N
Washington, D.C. 20005

With a copy (which shall not constitute notice) to:

Angela J. Campbell
(as above)

If to ACME:

Alison Brzenchek
Communications Director, Vice President, Media Reform and Activism
2808 El Tesoro Escondido N.W.
Albuquerque, NM 87120

With a copy (which shall not constitute notice) to:

Angela J. Campbell
(as above)

If to APA:

Jeff McIntyre
Senior Legislative Affairs Officer
American Psychological Association
750 First Street, N.E.
Washington, D.C. 20002


With a copy (which shall not constitute notice) to:

Angela J. Campbell
(as above)

1. Authority to Enter Agreement. Each Party executing this Agreement represents to the other Parties that it has the full authority and legal power to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year set forth above.

VIACOM INC.

By: 

CBS CORPORATION

By: _____

THE WALT DISNEY COMPANY

By: _____

FOX ENTERTAINMENT GROUP, INC.

By: _____

**NBC UNIVERSAL, INC & NBC
TELEMUNDO LICENSE CO.**

By: _____

TIME WARNER INC.

By: _____

4KIDSENTERTAINMENT, INC.

By: _____

**DISCOVERY COMMUNICATIONS,
INC.**

By: _____

**OFFICE OF COMMUNICATION
OF THE UNITED CHURCH OF CHRIST,
INC.**

By: _____

**ASSOCIATION OF NATIONAL
ADVERTISERS, INC.**

By: _____

CHILDREN NOW

By: _____

**THE NATIONAL PARENT TEACHER
ASSOCIATION**

By: _____

**THE AMERICAN ACADEMY OF
PEDIATRICS**

By: _____

**ACTION COALITION FOR MEDIA
EDUCATION**

By: _____

**THE AMERICAN PSYCHOLOGICAL
ASSOCIATION**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year set forth above.

VIACOM INC.

By: _____

CBS CORPORATION

By: *Anne Macey*

THE WALT DISNEY COMPANY

By: _____

FOX ENTERTAINMENT GROUP, INC.

By: _____

**NBC UNIVERSAL, INC & NBC
TELEMUNDO LICENSE CO.**

By: _____

TIME WARNER INC.

By: _____

4KIDSENTERTAINMENT, INC.

By: _____

**DISCOVERY COMMUNICATIONS,
INC.**

By: _____

**OFFICE OF COMMUNICATION
OF THE UNITED CHURCH OF CHRIST,
INC.**

By: _____

**ASSOCIATION OF NATIONAL
ADVERTISERS, INC.**

By: _____

CHILDREN NOW

By: _____

**THE NATIONAL PARENT TEACHER
ASSOCIATION**

By: _____

**THE AMERICAN ACADEMY OF
PEDIATRICS**

By: _____

**ACTION COALITION FOR MEDIA
EDUCATION**

By: _____

**THE AMERICAN PSYCHOLOGICAL
ASSOCIATION**

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VIACOM INC.

By: _____

CBS CORPORATION

By: _____

THE WALT DISNEY COMPANY

By: Susan L. Fox

FOX ENTERTAINMENT GROUP, INC.

By: _____

**NBC UNIVERSAL, INC & NBC
TELEMUNDO LICENSE CO.**

By: _____

TIME WARNER INC.

By: _____

4KIDSENTERTAINMENT, INC.

By: _____

**DISCOVERY COMMUNICATIONS,
INC.**

By: _____

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By: _____

CBS CORPORATION

By: _____

THE WALT DISNEY COMPANY

By: _____

FOX ENTERTAINMENT GROUP, INC.

By: Ellen S. Press

**NBC UNIVERSAL, INC & NBC
TELEMUNDO LICENSE CO.**

By: _____

TIME WARNER INC.

By: _____

4KIDSENTERTAINMENT, INC.

By: _____

**DISCOVERY COMMUNICATIONS,
INC.**

By: _____

**OFFICE OF COMMUNICATION
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**ASSOCIATION OF NATIONAL
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CBS CORPORATION

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THE WALT DISNEY COMPANY

By: _____

FOX ENTERTAINMENT GROUP, INC.

By: _____

**NBC UNIVERSAL, INC & NBC
TELEMUNDO LICENSE CO.**

By: *J. Hoffman* *1 B*

TIME WARNER INC.

By: _____

4KIDSENTERTAINMENT, INC.

By: _____

**DISCOVERY COMMUNICATIONS,
INC.**

By: _____

**OFFICE OF COMMUNICATION
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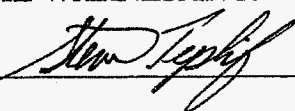
FOX ENTERTAINMENT GROUP, INC.

By: _____

**NBC UNIVERSAL, INC & NBC
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By: _____

TIME WARNER INC.

By:  _____

4KIDSENTERTAINMENT, INC.

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By: _____

**NBC UNIVERSAL, INC & NBC
TELEMUNDO LICENSE CO.**

By: _____

TIME WARNER INC.

By: _____

4KIDSENTERTAINMENT, INC.

By: Saul R. Newlin

**DISCOVERY COMMUNICATIONS,
INC.**

By: _____

**OFFICE OF COMMUNICATION
OF THE UNITED CHURCH OF CHRIST,
INC.**

By: _____

**ASSOCIATION OF NATIONAL
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By: _____

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TELEMUNDO LICENSE CO.**

By: _____

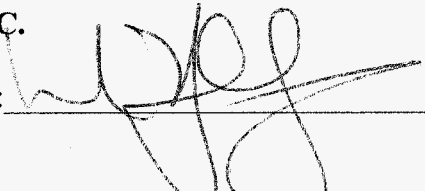
TIME WARNER INC.

By: _____

4KIDSENTERTAINMENT, INC.

By: _____

**DISCOVERY COMMUNICATIONS,
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By:  _____

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4KIDSENTERTAINMENT, INC.

By: _____

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INC.**

By: _____

**OFFICE OF COMMUNICATION
OF THE UNITED CHURCH OF CHRIST,
INC.**

By: _____

**ASSOCIATION OF NATIONAL
ADVERTISERS, INC.**

By: David J. [Signature]
[Signature]

CHILDREN NOW

By: _____

**THE NATIONAL PARENT TEACHER
ASSOCIATION**

By: _____

**THE AMERICAN ACADEMY OF
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TIME WARNER INC.

By: _____

4KIDSENTERTAINMENT, INC.

By: _____

**DISCOVERY COMMUNICATIONS,
INC.**

By: _____

**OFFICE OF COMMUNICATION
OF THE UNITED CHURCH OF CHRIST,
INC.**

By: *John J. J. J.*

**ASSOCIATION OF NATIONAL
ADVERTISERS, INC.**

By: _____

CHILDREN NOW

By: _____

**THE NATIONAL PARENT TEACHER
ASSOCIATION**

By: _____

**THE AMERICAN ACADEMY OF
EDUCATION**

By: _____

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By: _____

**ASSOCIATION OF NATIONAL
ADVERTISERS, INC.**

By: _____

CHILDREN NOW

By:  _____

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ASSOCIATION**

By: _____

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**THE AMERICAN PSYCHOLOGICAL
ASSOCIATION**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year set forth above.

VIACOM INC.

By: _____

CBS CORPORATION

By: _____

THE WALT DISNEY COMPANY

By: _____

FOX ENTERTAINMENT GROUP, INC.

By: _____

**NBC UNIVERSAL, INC & NBC
TELEMUNDO LICENSE CO.**

By: _____

TIME WARNER INC.

By: _____

4KIDSENTERTAINMENT, INC.

By: _____

**DISCOVERY COMMUNICATIONS,
INC.**

By: _____

**OFFICE OF COMMUNICATION
OF THE UNITED CHURCH OF CHRIST,
INC.**

By: _____

**ASSOCIATION OF NATIONAL
ADVERTISERS, INC.**

By: _____

CHILDREN NOW

By: _____

**THE NATIONAL PARENT TEACHER
ASSOCIATION**

By: *Anna Marie Weselak President*

**THE AMERICAN ACADEMY OF
PEDIATRICS**

By: _____

**ACTION COALITION FOR MEDIA
EDUCATION**

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**THE AMERICAN ACADEMY OF
PEDIATRICS**

By: Margaret Tharp

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By: Alison Brzenchek

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